

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

| | | |
|------------------------------|---|----------------------------|
| In re Patent of |) | MAIL STOP PETITIONS |
| |) | |
| Daniel Gubler et al. |) | |
| |) | |
| Patent No.: 7,604,759 |) | |
| |) | |
| Issued: October 20, 2009 |) | |
| |) | |
| Title: PROCESS FOR PRODUCING |) | |
| DENTAL PROSTHESES |) | |

**PETITION TO CORRECT INVENTORSHIP
PURSUANT TO 37 C.F.R. § 1.324**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Petitioners hereby petition, pursuant to 37 C.F.R. § 1.324, to correct the inventorship of the above-identified patent. Petitioners assert that the correct inventive entity of the present patent is Daniel Gubler, Urs Brodbeck, and Arnold Wohlwend. Accordingly, Petitioners request that Arnold Wohlwend be added as a joint-inventor in the present patent.

Pursuant to 37 C.F.R. § 1.324(b)(1), this Petition is accompanied by a statement of the person being added as an inventor that the error in inventorship occurred without deceptive intention on his part.

Pursuant to 37 C.F.R. § 1.324(b)(2), this Petition is accompanied by a statement from the current named inventors stating that they have no disagreement concerning the request change;

Pursuant to 37 C.F.R. § 1.324(b)(3), this Petition is accompanied by a document showing the written consent of the assignee and a Statement Under 37 C.F.R. § 3.73(b).

Pursuant to 37 C.F.R. § 1.324(b)(4), the fee set forth in 37 C.F.R. § 1.20(b) is hereby authorized by the undersigned to be charged to Deposit Account No. 02-4800. No further fees are believed to be due by this paper. Nevertheless, the Commissioner is hereby authorized to charge any further fees that may be payable, and to credit any overpayment, to Deposit Account No. 02-4800.

In view of the above, Appellants hereby petition that the inventive entity be changed to include Arnold Wohlwend as a joint-inventor.

Finally, submitted herewith is a Supplemental Application Data Sheet including the addition of Arnold Wohlwend as an inventor in this patent.

If there are any questions concerning this Petition or the application in general, please contact the undersigned.

Respectfully submitted,

BUCHANAN INGERSOLL & ROONEY PC

Date: October 10, 2011

By: /Peter T. deVore/
Peter T. deVore
Registration No. 60361

Customer No. 21839
703 836 6620

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STATEMENT OF ARNOLD WOHLWEND UNDER 37 C.F.R. 1.324(B)(1)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

I, Arnold Wohlwend, acknowledge that I am being added in U.S. Patent No. 7,604,759 issued October 20, 2009. The error of my name having been initially omitted as an inventor was made without any deceptive intention on my part.



Arnold Wohlwend


Date: 14.9.2011

Patent
Attorney Docket No. 1003850-000012

MAIL STOP PETITIONS

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Sir:


Daniel Gubler

Date:

Buchanan Ingersoll & Rooney PC
Attorneys & Government Relations Professionals

US

Patent
Attorney Docket No. 1003850-000012

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STATEMENT OF URS BRODBECK UNDER 37 C.F.R. 1.324(B)(2)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

I, Urs Brodbeck, a named co-inventor in U.S. Patent No. 7,604,759 issued October 20, 2009, hereby state that I have no disagreement to the addition of Arnold Wohlwend as a co-inventor in the above patent.

Date: 2.8.2011



Urs Brodbeck

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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| In re Patent of |) | MAIL STOP PETITIONS |
| Daniel Gubler et al. |) | |
| Patent No.: 7,604,759 |) | |
| Issued: October 20, 2009 |) | |
| For: PROCESS FOR PRODUCING DENTAL |) | |
| PROSTHESES |) | |
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**CONSENT OF ASSIGNEE TO CHANGE
INVENTORSHIP PURSUANT TO 37 C.F.R. § 1.324(B)(3)**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

The Assignee of the above-identified application, Xawex AG, consents to the correction of inventorship, which adds Arnold Wohlwend as inventor. See the Statement Under 37 C.F.R. §3.73(b) that is submitted herewith.

I hereby state that I am authorized to act on behalf of the assignee

Xawex AG

Date: 12th of Sep. 2011

By: B. Merz

Title: Board of director

STATEMENT UNDER 37 C.F.R. 3.73(b)Applicant/Patent Owner: Daniel Gubler, Urs Brodbeck, Arnold WohlwendApplication No./Patent No.: 7,604,759 Filed/Issue Date: October 20, 2009Entitled: PROCESS FOR PRODUCING DENTAL PROSTHESES**Xawex AG**, a corporation, states that it is:

1. ☒ the assignee of the entire right, title, and interest in;
2. ☐ an assignee of less than the entire right, title and interest in (the extent (by percentage) of its ownership interest is _____ %); or
3. ☐ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made)

the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Daniel Gubler To: Xawex AG
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: Urs Brodbeck To: Xawex AG
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: Arnold Wohlwend To: Xawex AG
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of the title are listed on a supplemental sheet.

☒ As required by 37 C.F.R. § 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 C.F.R. § 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

/Peter T. deVore/

Signature

October 10, 2011

Date

Peter T. deVore

Printed or Typed Name

Legal Representative

Title

ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by (1) Daniel GUBLER, (2) Urs BRODBECK, and (3) Arnold WOHLWEND, residing at (1) Fällanden, Switzerland, (2) Erlenbach, Switzerland, and (3) Schellenberg, Liechtenstein (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in PROCESS FOR PRODUCING DENTAL PROSTHESES set forth in U.S. Patent No. 7,604,759 (formerly U.S. Application No. 10/551,838) and

WHEREAS, XAWEX AG, a corporation duly organized under and pursuant to the laws of Switzerland and having a principal place of business at Lohwistrasse 42, Ebmalingen, CH-8123 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behoof and the use and behoof of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

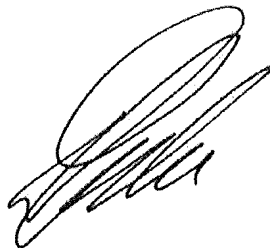
AND the Assignors hereby authorize and request the attorneys of Buchanan Ingersoll PC (including attorneys from Burns, Doane, Swecker & Mathis) to insert in the spaces provided above the

Buchanan Ingersoll PC

ATTORNEYS

By Attorneys from Burns Doane Swecker & Mathis

Page 1 of 2
(8/05)

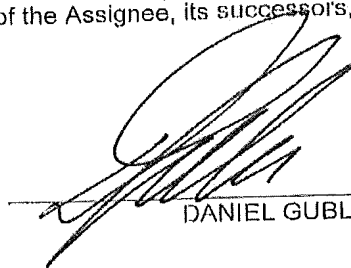


title of the invention, filing date, application number, and attorney's docket number of said application when known.

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said invention, the Letters Patent to be issued for the sole use and behoof of the Assignee, its successors, legal representatives, and assigns.

DATE

2. May 2011



DANIEL GUBLER

DATE

URS BRODBECK

DATE

ARNOLD WOHLWEND

ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by (1) Daniel GUBLER, (2) Urs BRODBECK, and (3) Arnold WOHLWEND, residing at (1) Fällanden, Switzerland, (2) Erlenbach, Switzerland, and (3) Schellenberg, Liechtenstein (hereinafter referred to as "the Assignors"), respectively, witnesseth:

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WHEREAS, XAWEX AG, a corporation duly organized under and pursuant to the laws of Switzerland and having a principal place of business at Lohwisstrasse 42, Ebmatingen, CH-8123 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behoof and the use and behoof of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of Buchanan Ingersoll PC (including attorneys from Burns, Doane, Swecker & Mathis) to insert in the spaces provided above the

Buchanan Ingersoll PC

Attorneys
Including attorneys from Burns Doane Swecker & Mathis

Page 1 of 2
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DATE _____

DATE 2.8.2011

DATE _____

DANIEL GUBLER

URS BRODBECK

ARNOLD WOHLWEND

ASSIGNMENT

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Buchanan Ingersoll PC
ATTORNEYS

Including attorneys from Burns Doane Swecker & Mathis

title of the invention, filing date, application number, and attorney's docket number of said application when known.

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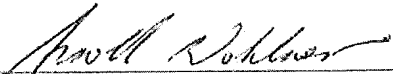
DATE _____

DANIEL GUBLER

DATE _____

URS BRODBECK

DATE 22. 9. 2011



ARNOLD WOHLWEND